

A. G. Contract No. KR97 0030TRN  
ADOT ECS File No.: JPA 97-01  
Project: Need TRACS No  
Section: SR-68 and Laughlin Bridge

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
MOHAVE COUNTY, ARIZONA

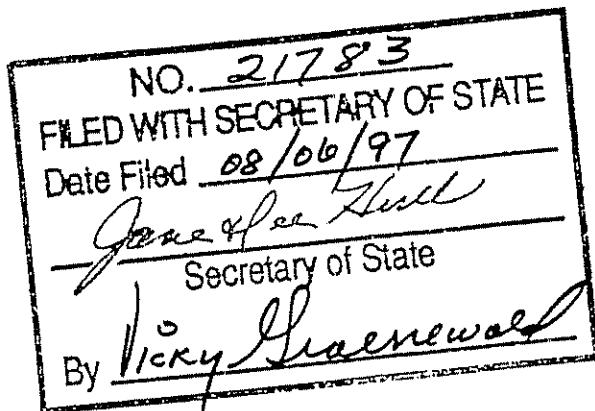
THIS AGREEMENT is entered into 6 AUGUST, 1997,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954,  
as amended, between the STATE OF ARIZONA, acting by and through its  
DEPARTMENT OF TRANSPORTATION (the "State") and MOHAVE COUNTY, ARIZONA,  
acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. A bridge over the Colorado River (Laughlin Bridge) has been privately constructed, and upon completion the West half of the bridge was accepted by the state of Nevada and the east half was accepted by the County. The State and the County desire to transfer ownership and maintenance jurisdiction of the east half of the bridge to the State. Also, the State and the County desire to transfer ownership and maintenance jurisdiction of State Route 68 (SR-68) from Milepost 0.00 to Milepost 1.21 to the County. This agreement is to define the terms of the two transfers.



THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

### 1. The State will:

a. Upon approval and by resolution of the State Transportation Board, abandon jurisdiction and maintenance responsibility for SR-68 from Milepost 0.00 to Milepost 1.21 in the County to the County, as shown on exhibit A, which is attached hereto and made a part hereof.

b. Upon approval and by resolution of the State Transportation Board, accept the east half of the Laughlin Bridge and east approach roadway, as shown on exhibit B, into the State highway system and provide maintenance to the east half of the bridge and approach.

### 2. The County will:

a. Upon approval and by resolution of the Board of Supervisors, accept ownership jurisdiction and maintenance responsibility for SR-68 from milepost 0.00 to milepost 1.21. Waive the four year advance notification requirements of Arizona Revised Statute 28-106.

b. Upon approval and by resolution of the Board of Supervisors, transfer in unencumbered fee title the east half of the Laughlin bridge over the Colorado River and the east approach to the State for acceptance into the State highway system.

## III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said transfers and abandonments; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance of this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Mohave County  
County Manager  
PO Box 7000  
Kingman, AZ 86401

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

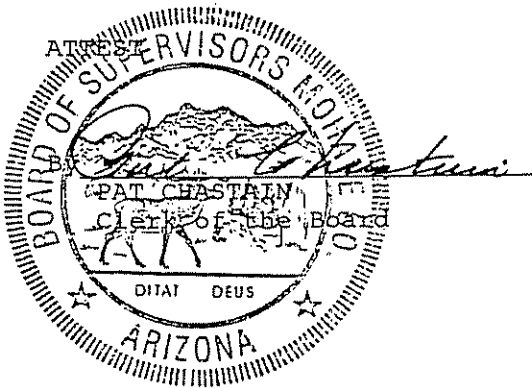
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

MOHAVE COUNTY, ARIZONA

STATE OF ARIZONA  
Department of Transportation

By *Carol S. Anderson*  
CAROL S. ANDERSON, Chairman  
Board of Supervisors

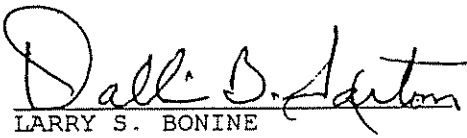
By *Edward D. Wright*  
EDWARD D. WRIGHT  
Deputy State Engineer



RESOLUTION

BE IT RESOLVED on this 3rd day of January 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with Mohave County for the purpose of defining responsibilities for the transfer of ownership and maintenance responsibility for SR-68 from MP 0.00 to MP 1.21 from the State to the County and the transfer of the Laughlin Bridge from the County to the State.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
for LARRY S. BONINE  
Director

RESOLUTION NO 97-249

WHEREAS, a bridge over the Colorado River ,“Laughlin Bridge” has been privately constructed and after completion ownership, jurisdiction, and maintenance responsibility was accepted by Mohave County, (COUNTY).

WHEREAS, COUNTY desires to transfer ownership, jurisdiction and maintenance responsibility of the east half of the bridge to the State of Arizona, and

WHEREAS, the State of Arizona desires to transfer ownership, jurisdiction, and maintenance responsibility of State Route 68 from Milepost 0.00 to Milepost 1.21 to the COUNTY, and

WHEREAS the State and COUNTY are empowered to enter into such an agreement pursuant to A.R.S. 11-951 et seq., and

WHEREAS the best interests of the residents of Mohave County would be furthered by the Board of Supervisors entering into such an agreement.

THEREFORE BE IS RESOLVED that the COUNTY enter into an Intergovernmental Agreement with the State whereby the State will acquire ownership, jurisdiction, and maintenance responsibility over the east half of the Laughlin bridge and the east approach roadway as shown on Exhibit “A” attached hereto, and the COUNTY will accept ownership, jurisdiction, and maintenance

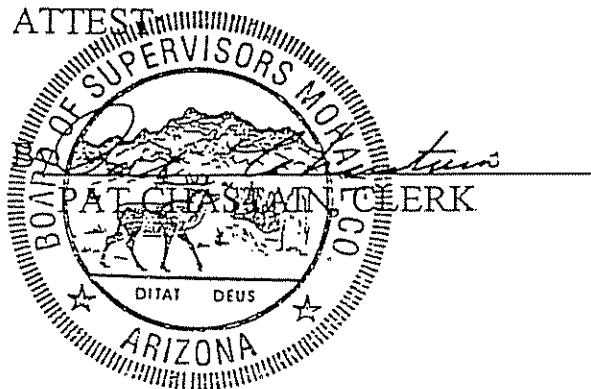
responsibility for State Route 68 from Milepost 0.00 to Milepost 1.21 as shown on Exhibit "B" attached hereto.

DATED this 7th day of JULY, 1997.

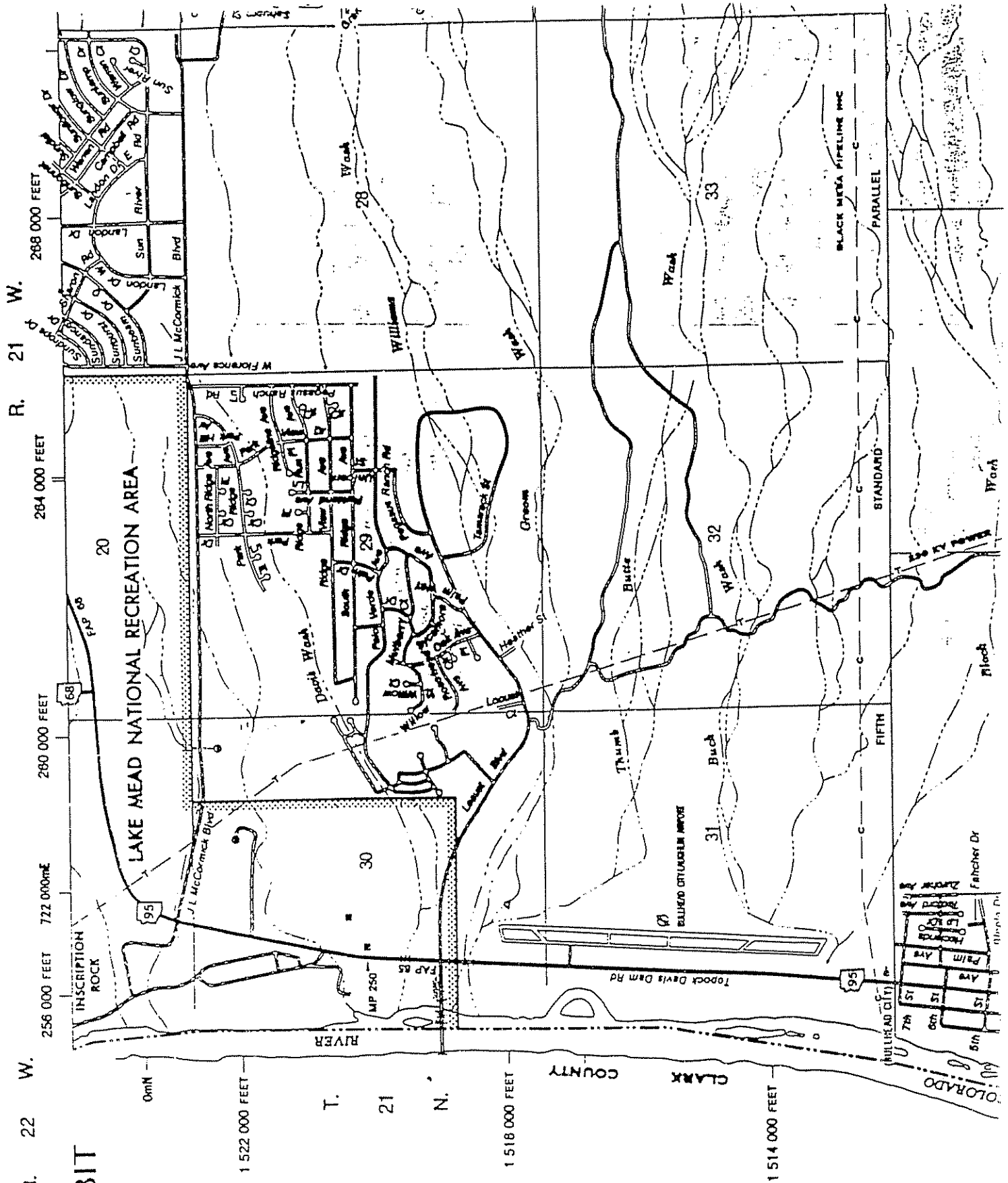
MOHAVE COUNTY BOARD OF SUPERVISORS

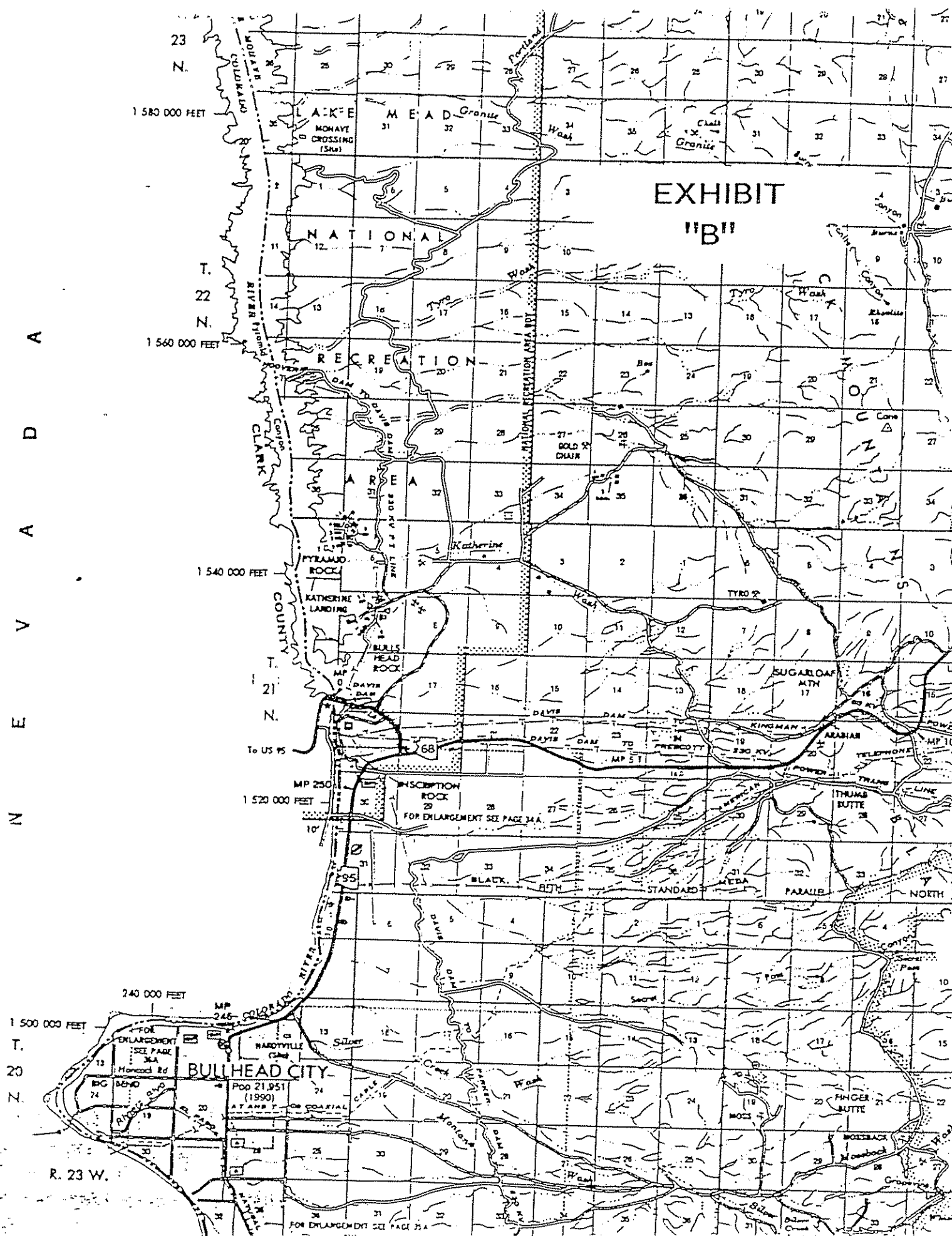
By Carol S. Anderson  
CAROL ANDERSON, CHAIRMAN

ATTEST



# EXHIBIT "A"






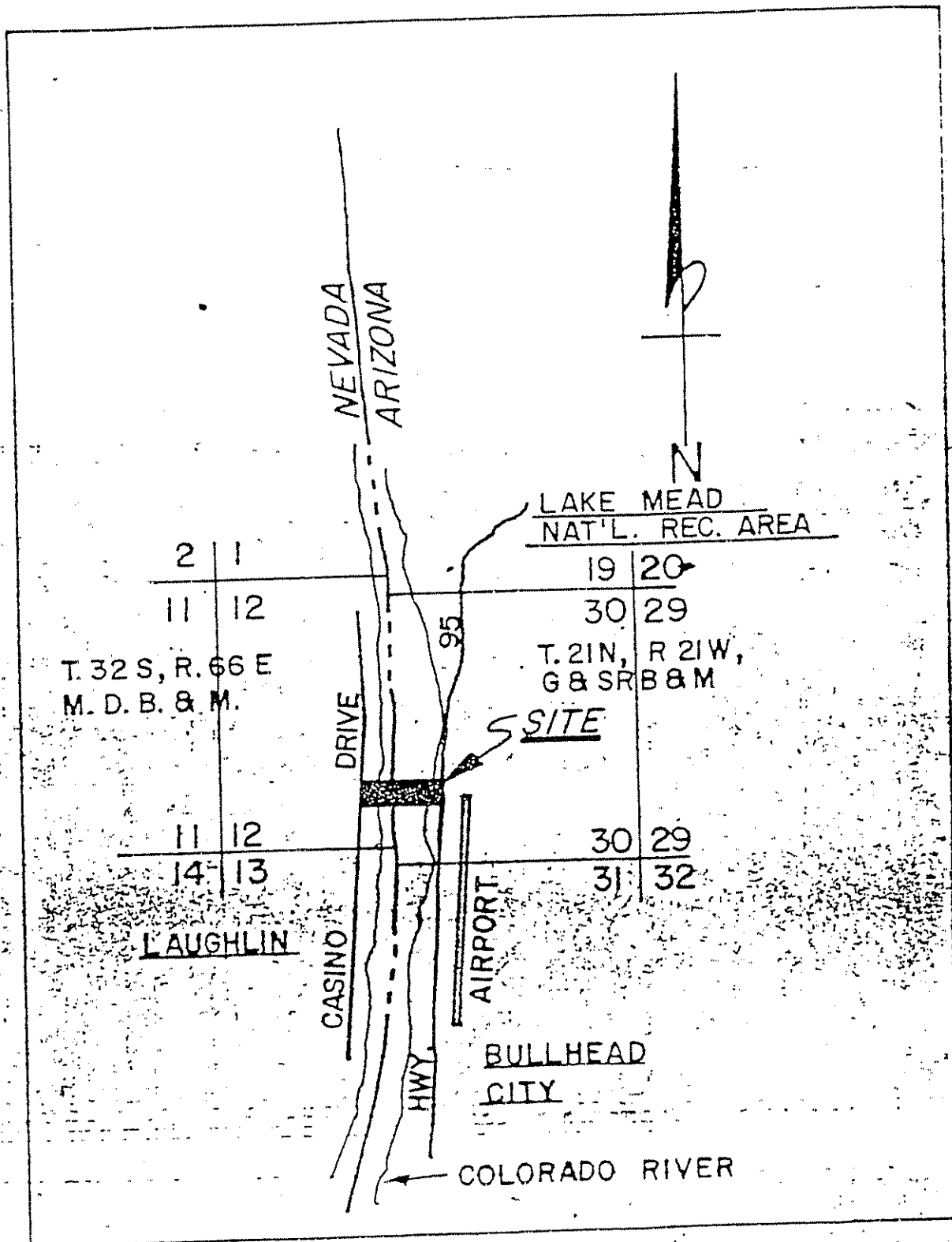


APPROVAL OF THE MOHAVE COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and MOHAVE COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 2nd day of May, 1997.

  
\_\_\_\_\_  
County Attorney



T21N , R 21W

VICINITY MAP

N. T. S.



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
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MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0030TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED July 28, 1997.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section